

MEMORANDUM

ADOPTED MARCH 10, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
MARISA LAGO, DIRECTOR

FROM: BRIAN DELOREY, ASSISTANT DIRECTOR
VICTOR KAREN, DEPUTY DIRECTOR
JOHN O'BRIEN, PROJECT MANAGER
ECONOMIC DEVELOPMENT DEPARTMENT

SUBJECT: CHARLESTOWN NAVY YARD, LICENSE AGREEMENT FOR PIER 5

EXECUTIVE

SUMMARY: THIS MEMORANDUM REQUESTS THAT THE DIRECTOR BE AUTHORIZED TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH HORIZONS FOR YOUTH PERMITTING THE USE OF PIER 5 IN THE CHARLESTOWN NAVY YARD FOR THE PURPOSES OF HOLDING TWO FUNDRAISING EVENTS.

On February 22, 1994 the Authority received the attached letter from Horizons For Youth requesting permission to use Pier 5 in the Charlestown Navy Yard for the purpose of holding two (2) fundraising events. Horizons For Youth, a non-profit organization provides outdoor camping and counselling programs for disadvantaged youths including over 40 Charlestown youths.

The first event is proposed for July 1 - 3, 1994 and will feature a chili tasting contest known as "Chilifest" and would be governed by the same provisions and conditions as those applicable to the annual "Chowderfest" as described below. Horizons For Youth has agreed to pay a \$7,000 license fee for this additional multi-day event which shall be payable within one week following the event.

The second event has become an Boston standard, held in conjunction with the Annual Harborpark Day celebration. As in past years, this event will feature a chowder tasting contest known as "Chowdafest". Harborpark Day 1994 is tentatively scheduled for September 18, 1994. Last year "Chowdafest" in conjunction with the Harborpark Day celebration attracted over 50,000 visitors to the Navy Yard.

Horizons For Youth has generously agreed to donate \$5,000 to help defray costs associated with Harborpark Day 1994. This commitment will be used to provide numerous children's activities, teen challenges, outreach programs and educational displays.

The Horizons For Youth Annual "Chowdafest" requires a secured area, where for an admission fee of \$6.00 for adults and \$3.00 for senior citizens and children, some fifteen to twenty restaurants provide unlimited chowder testing, continuous entertainment and refreshments. Horizons for Youth has managed this event successfully for ten previous years (seven at the Charlestown Navy Yard) including last years event during Harborpark Day 1993, with assistance from the State Organization of the Knights of Columbus.

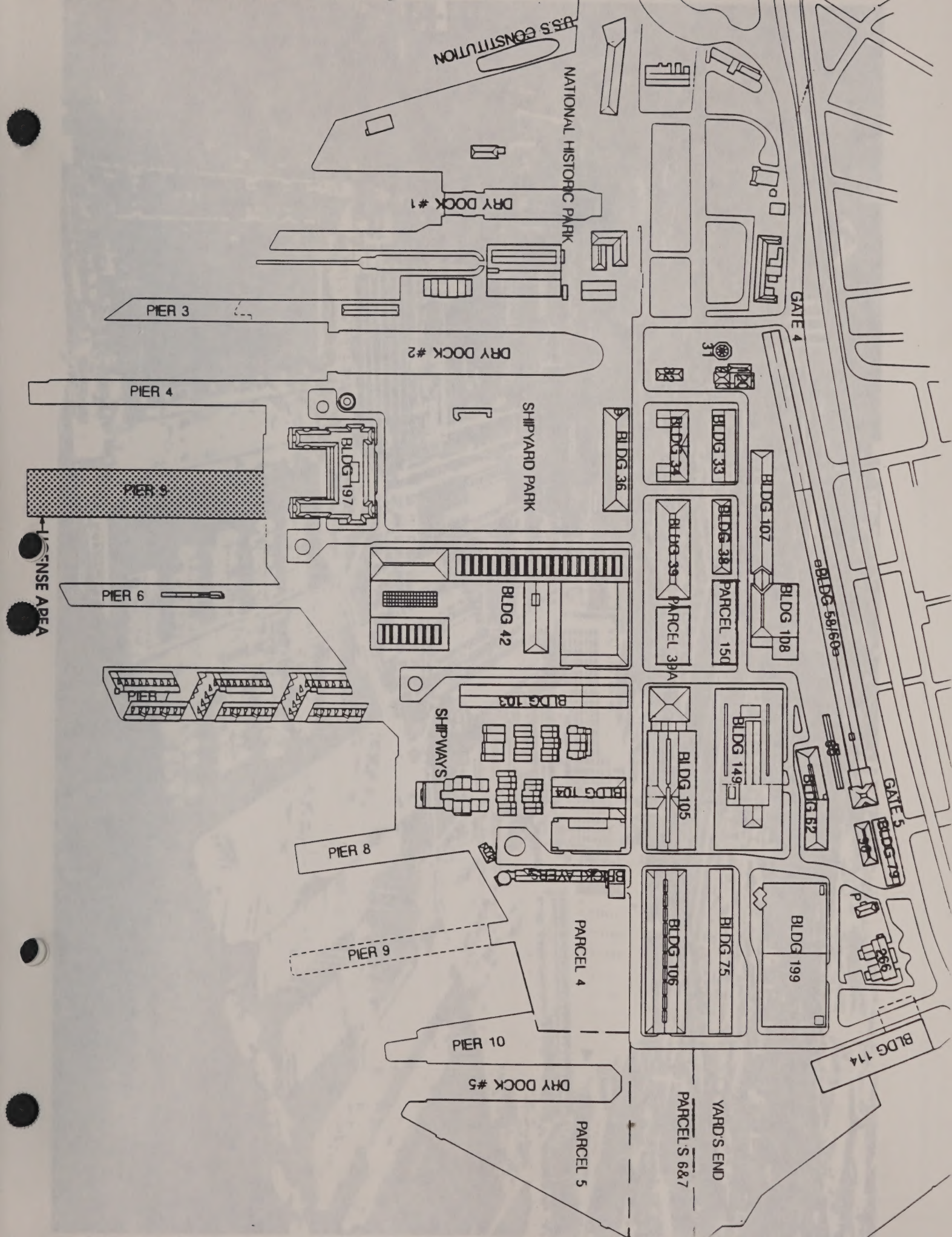
As in the past, police details and public facilities will be provided by Horizons for Youth as required by the City of Boston's Licensing Board. Horizons for Youth will be required to carry Comprehensive General Liability Insurance with limits of Two Million (\$2,000,000) Dollars and Liquor Liability Insurance with limits of One Million (\$1,000,000) Dollars. The Authority shall be named as an additional insured on all policies obtained in association with the activities herein.

The Boston Herald, Phoenix Newspaper, and local radio stations will donate advertising for the Chowdafest event. Horizons for Youth has agreed to promote Chowdafest in promotional materials, advertisements and announcements, as being in conjunction with Harborpark Day 1994.

Therefore, it is recommended that the Director be authorized to enter into two (2) separate License Agreements with Horizons For Youth permitting the use and occupancy of Pier 5 on July 1 - 3, 1994 and again on September 18, 1994 for the purposes of holding two (2) fundraising events known as "Chilifest" and "Chowdafest" to be held in conjunction with the Annual Harborpark Day celebration.

AN APPROPRIATE VOTE FOLLOWS:

VOTED: That the Director be and hereby is authorized to enter into temporary License Agreements with Horizons for Youth permitting the use and occupancy of Pier 5 at the Charlestown Navy Yard on July 1 - 3, 1994 and again on September 18, 1994 for the purposes of holding two (2) fundraising events known as "Chilifest" and "Chowdafest" respectively. The Licensee fee for such events shall be \$7,000 for Chilifest and \$5,000 for Chowdafest. Said License Agreements shall be in the Authority's usual form and shall require the Licensee to carry for the term of the agreement Comprehensive General Liability Insurance with limits of Two Million (\$2,000,000) Dollars and Liquor Liability insurance with limits of One Million (\$1,000,000) Dollars. The Authority shall be named as An Additional Insured on all policies obtained in connection with the activities hereby permitted.



USS CONSTITUTION

NATIONAL HISTORIC PARK

DRY DOCK #1

DRY DOCK #2

PIER 3

PIER 4

PIER 5

PIER 6

LICENSE AREA

PIER 7

PIER 8

PIER 9

PIER 10

DRY DOCK #5

SHIPYARD PARK

SHIPWAYS

BLDG 42

BLDG 103

BLDG 104

PARCEL 4

PARCEL 5

BLDG 36

BLDG 34

BLDG 33

BLDG 39

BLDG 38

BLDG 107

BLDG 108

BLDG 149

BLDG 105

BLDG 106

BLDG 75

BLDG 199

BLDG 266

BLDG 286

BLDG 114

GATE 4

GATE 5

BLDG 58, 60

BLDG 62

BLDG 79

PARCEL 58 & 7

YARD'S END



February 22, 1994

Mr. John O'Brien
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007

Dear John,

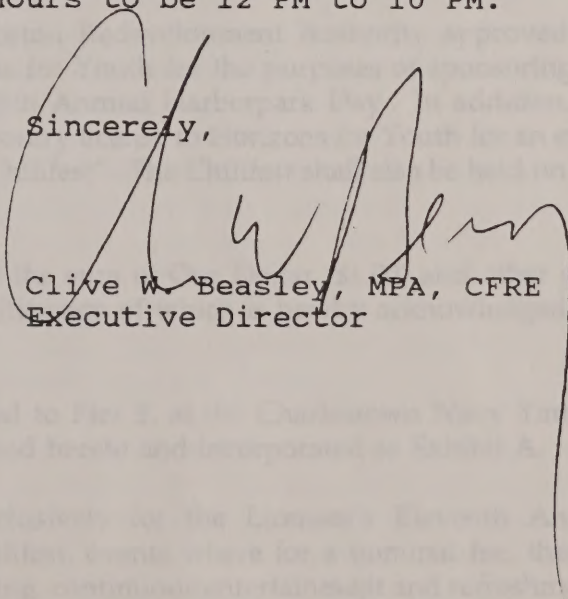
I hereby request that two license agreements be developed and voted by the BRA board at its March 10 meeting for the following:

(1) Friday, July 1st, Saturday, July 2nd and Sunday, July 3rd, 1994, Pier 5, Charlestown Navy Yard for the Chilifest; hours to be 12 PM to 10 PM each day.

(2) Sunday, September 18, 1994, Pier 5, Charlestown Navy Yard for the Chowdafest; hours to be 12 PM to 10 PM.

Thank you for your help.

Sincerely,


Clive W. Beasley, MPA, CFRE
Executive Director

CWB/gdz

LICENSE AGREEMENT
BY AND BETWEEN
THE BOSTON REDEVELOPMENT AUTHORITY
AND
HORIZONS FOR YOUTH

This Agreement entered into this day of March, 1994 by and between the Boston Redevelopment Authority, a public body politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, with a mailing address of One City Hall Square, Boston, Massachusetts, 02201, (hereinafter referred to as "Licensor") and Horizons for Youth, a non-profit organization created pursuant to Chapter 180 of the Massachusetts General Laws, as amended, with a mailing address at 121 Lakeview Street, Sharon, Massachusetts 02067, (herein after referred to as "Licensee").

WHEREAS, the Boston Redevelopment Authority, each year, sponsors an outdoor activity day know as the Annual Harborpark Day; and

WHEREAS, the Eighth Annual Harborpark Day is to be held at the Charlestown Navy Yard on September 18, 1994; and

WHEREAS, Horizons for Youth, each year, sponsors an outdoor activity day know as the Chowdafest and has requested that the Eleventh Annual Chowdafest be held at the Charlestown Navy Yard in conjunction with the Eighth Annual Harborpark Day on September 18, 1994; and

WHEREAS, on March 10, 1994 the Boston Redevelopment Authority approved the granting of a temporary license to the Horizons for Youth for the purposes of sponsoring the Annual Chowdafest in conjunction with the Eighth Annual Harborpark Day. In addition, the Authority also approved the granting of a temporary license to Horizons for Youth for an event planned for July 1 - 3, 1994 and known as the "Chilifest". The Chilifest shall also be held on Pier 5 and shall be governed by this Agreement.

NOW, THEREFORE in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows.

- 1) The License Area shall be limited to Pier 5, at the Charlestown Navy Yard, as defined hereto in the map attached hereto and incorporated as Exhibit A.
- 2) The License shall be used exclusively for the Licensee's Eleventh Annual Chowdafest and the second Chilifest, events where for a nominal fee, there is unlimited chowder and chili tasting, continuous entertainment and refreshments.
- 3) The Licensee acknowledges that this is a temporary License and its occupancy of the License Area is for a limited use, as defined in paragraph 2 herein, and for a limited period. No obligations, direct or indirect, shall be construed beyond this temporary License.

- 4) The License Fee shall be \$7,000 for the multi-day "Chilifest" event and \$5,000 for the one-day "Chowdafest" event which shall be due and payable to licensor within one week following each event.
- 5) The Licensee shall have complete responsibility and liability for compliance with all provisions of the codes, ordinances, and laws of the City of Boston and the Commonwealth of Massachusetts.
- 6) The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and costs of any kind and description to which the Licensor may be subjected to or put, by reasons of injury(including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the entry and use of the License Area. At the notice of the Licensor the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands.
- 7) The Licensee shall be required to carry for the term of this Agreement Comprehensive Public Liability Insurance, insuring the Licensee and Licensor against all claims and demands for personal injury and property damage with respect to the License Area. The limits for said insurance shall be not less than One Million (\$1,000,000) Dollars for injury or death to more than one (1) person, and Two Million (\$2,000,000) Dollars for injury or death to more than one (1) person in a single accident, and not less than Five Hundred Thousand (\$500,000) Dollars for property damage. Licensee shall also carry for the term of this Agreement Liquor Liability Insurance with limits of One Million (\$1,000,000) Dollars. The Licensor shall be named as an Additional Insured on all policies purchased pursuant to this Paragraph 7.
- 8) The Licensee shall carry or require that there be carried Workers Compensation Insurance for all their employees and those of their contractors, subcontractors, and agents engaged in work at the site, in accordance with State Workman's Compensation Laws.
- 9) The Licensee agrees to assume all maintenance expenses including water, trash removal and electricity charges pertaining to the License Area.
- 10) The Licensee shall make entry upon the License Area in "as-is" condition on the commencement date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property. Any damage to the License Area shall be repaired by the Licensee at his expense.
- 11) The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, rubbish or debris shall be permitted within the License Area. Such maintenance and materials removal shall be carried out by the Licensee at their expense.

- 12) The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than for those expressly permitted under this Agreement.
- 13) The Licensee shall, if the activities permitted herein requires special permitting, obtain the necessary permits from the appropriate agencies prior to occupancy of the License Area.
- 14) The Licensee shall not discriminate in their hiring, nor will they allow any of their agents, contractors, subcontractors, or employees to discriminate upon the basis of race, color, sex, creed, or religion in their hiring practices. In accordance with this provision, the Licensee shall comply with the Licensor's Equal Employment Compliance Policy.
- 15) Licensee shall during the term of this Agreement provide paid police details at various locations throughout the Navy Yard and most particularly within the License Area known as Pier 5.
- 16) The Licensee shall not engage, directly or indirectly, in any commercial activities within the License Area, other than those enumerated in this Agreement without the prior written approval of the Licensor.
- 17) Licensee shall provide at its expense an appropriate amount of temporary restrooms adequate to meet the needs of all Harborpark Day visitors.
- 18) No fixtures shall be installed, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option become the property of the Licensor.
- 19) This Agreement may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
- 20) Licensee agrees to restore the License Area to its original condition. Such condition subject to Licensor's approval.
- 21) Failure to comply with any of the provisions of this Agreement shall constitute due cause to terminate this Agreement forthwith, and the Licensee agrees not to oppose or contest eviction proceedings when notified to vacate, or when notified that the Agreement has been terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered, by their duly authorized officers respectively, as of the date first written above.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Marisa Lago, Director

HORIZONS FOR YOUTH

By: _____
Clive W. Beasley, Executive Director

APPROVED AS TO FORM:

Kevin J. Morrison
Chief General Counsel

